

AGENDA

4:30 P.M.

CITY OF SEDONA, CITY COUNCIL MEETING

TUESDAY, SEPTEMBER 27, 2016

NOTES:

- Public Forum:
Comments are generally limited to **3 minutes**.
- Consent Items:
Items listed under Consent Items have been distributed to Council Members in advance for study and will be enacted by one motion. Any member of the Council, staff or the public may remove an item from the Consent Items for discussion. Items removed from the Consent Items may be acted upon before proceeding to the next agenda item.
- Meeting room is wheelchair accessible. American Disabilities Act (ADA) accommodations are available upon request. Please phone 928-282-3113 at least two (2) business days in advance.
- City Council Meeting Agenda Packets are available on the City's website at:

www.SedonaAZ.gov

GUIDELINES FOR PUBLIC COMMENT

PURPOSE:

- To allow the public to provide input to the City Council on a particular subject scheduled on the agenda.
- This is not a question/answer session.

PROCEDURES:




- Fill out a "Comment Card" and deliver it to the City Clerk.
- When recognized, use the podium/microphone.
- State your:
 1. Name and
 2. City of Residence
- Limit comments to **3 MINUTES**.
- Submit written comments to the City Clerk.

1. CALL TO ORDER/PLEDGE OF ALLEGIANCE/MOMENT OF SILENCE/ROLL CALL

2. CITY'S VISION

3. CONSENT ITEMS - APPROVE

LINK TO DOCUMENT = 

- a. Minutes - September 13, 2016 City Council Regular Meeting. 
- b. Minutes - September 14, 2016 City Council Special Meeting. 
- c. AB 2162 Approval of recommendation regarding a new Series 18 In-State Craft Distillery Liquor License for Redwall Distillery located at 2130 Shelby Drive, Sedona, AZ (License #18133002). 

4. APPOINTMENTS - None.



5. SUMMARY OF CURRENT EVENTS BY MAYOR/COUNCILORS/CITY MANAGER

6. PUBLIC FORUM

(This is the time for the public to comment on matters not listed on the agenda. The City Council may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to A.R.S. § 38-431.01(H), action taken as a result of public comment will be limited to directing staff to study the matter, responding to any criticism, or scheduling the matter for further consideration and decision at a later date.)

7. PROCLAMATIONS, RECOGNITIONS & AWARDS - None.

8. REGULAR BUSINESS

- a. AB 2159 **Presentation/discussion** with Dr. Clint Ewell, Vice President for Finance and Administrative Services, regarding a general countywide update on Yavapai College. 
- b. AB 2161 **Discussion/possible action** regarding use of contingency funds for Carrol Canyon Wash bank protection emergency work occurring at 2280 Shelby Drive (Sedona Recycles Center). 
- c. **Reports/discussion** on Council assignments.
- d. **Discussion/possible action** on future meeting/agenda items.

9. EXECUTIVE SESSION

If an Executive Session is necessary, it will be held in the Vultee Conference Room at 106 Roadrunner Drive. Upon a public majority vote of the members constituting a quorum, the Council may hold an Executive Session that is not open to the public for the following purposes:

- a. To consult with legal counsel for advice on matters listed on this agenda per A.R.S. § 38-431.03(A)(3).
- b. Return to open session. Discussion/possible action on executive session items.

10. ADJOURNMENT

Posted: _____

By: _____

Susan L. Irvine, CMC
City Clerk

CITY COUNCIL CHAMBERS
102 ROADRUNNER DRIVE, SEDONA, AZ

The mission of the City of Sedona government is to provide exemplary municipal services that are consistent with our values, history, culture and unique beauty.

AGENDA

4:30 P.M.

CITY OF SEDONA, CITY COUNCIL MEETING

TUESDAY, SEPTEMBER 27, 2016

Page 2, City Council Meeting Agenda Continued

Note: Pursuant to A.R.S. § 38-431.02(B) notice is hereby given to the members of the City Council and to the general public that the Council will hold the above open meeting. Members of the City Council will attend either in person or by telephone, video, or internet communications. The Council may vote to go into executive session on any agenda item, pursuant to A.R.S. § 38-431.03(A)(3) and (4) for discussion and consultation for legal advice with the City Attorney. Because various other commissions, committees and/or boards may speak at Council meetings, notice is also given that four or more members of these other City commissions, boards, or committees may be in attendance.

A copy of the packet with material relating to the agenda items is typically available for review by the public in the Clerk's office after 1:00 p.m. the Thursday prior to the Council meeting and on the City's website at www.SedonaAZ.gov. The Council Chambers is accessible to people with disabilities, in compliance with the Federal 504 and ADA laws. Those with needs for special typeface print, may request these at the Clerk's Office. All requests should be made **forty-eight hours** prior to the meeting.

CITY COUNCIL CHAMBERS
102 ROADRUNNER DRIVE, SEDONA, AZ

The mission of the City of Sedona government is to provide exemplary municipal services that are consistent with our values, history, culture and unique beauty.

**Action Minutes
Regular City Council Meeting
City Council Chambers, Sedona City Hall,
102 Roadrunner Drive, Sedona, Arizona
Tuesday, September 13, 2016, 4:30 p.m.**

1. Call to Order/Pledge of Allegiance/Moment of Silence/Roll Call

Mayor Moriarty called the meeting to order at 4:30 p.m.

Roll Call: Mayor Sandy Moriarty, Vice Mayor John Martinez, Councilor Scott Jablow, Councilor Tom Lamkin, Councilor Jon Thompson, Councilor Jessica Williamson.

Staff Present: City Manager Justin Clifton, Assistant City Manager Karen Osburn, City Attorney Robert Pickels, Jr., Engineering Supervisor Stephen Craver, Associate Engineer David Peck, Director of Community Development Audree Juhlin, Assistant Director of Community Development Warren Campbell, Senior Planner Mike Raber, Director of Finance Cherie Wright, Detective Michael Dominguez, Officer Bill Knuth, Arts & Culture Coordinator Nancy Lattanzi, City Clerk Susan Irvine.

2. City's Vision/Moment of Art

A video of the City's vision was played. Nancy Lattanzi introduced Sedona resident and local artist and photographer Jody Florman. Ms. Florman's work is currently displayed in the City Council Chambers. Ms. Florman described her work and showed a slideshow of some of her artwork.

3. Consent Items

- a. **Minutes - August 9, 2016 City Council Regular Meeting.**
- b. **Minutes - August 10, 2016 City Council Special Meeting.**
- c. **Approval of Proclamation, National Employer Support of the Guard and Reserve Week, September 11-17, 2016.**
- d. **Approval of Proclamation, Constitution Week, September 17-23, 2016.**
- e. **AB 2114 Approval of two utility easements for Arizona Public Service Company for the Injection Well No. 1 and Well No. 2 Equipping Project at the Wastewater Reclamation Plant.**
- f. **AB 2138 Approval of authorization for the City to contract with Clarion Associates, LLC to provide professional services to update the Sedona Land Development Code.**
- g. **AB 2145 Approval of award of a design contract with Woodson Engineering & Surveying, Inc. in the approximate amount of \$143,100 for the Sanborn Drive - Thunder Mountain Road Overlay Project.**
- h. **AB 2092 Approval of award of a Job Order Contract to Tiffany Construction Company, Inc. in the approximate amount of \$1,625,000 for construction of drainage improvement projects (including projects for the Coffee Pot Drainage Basin and the Brewer Road/Tlaquepaque area of Soldier Wash).**
- i. **AB 2148 Approval of a Special Event Liquor License for Canned Sedona and 2 Wine Festival Licenses for Alcantara, LLC and Javelina Leap Estate Vineyard for a fundraising event scheduled for Sunday, October 2, 2016, located at Tlaquepaque, 336 State Route 179, Sedona, AZ.**

- j. **AB 2149 Approval of a Special Event Liquor License for Rotary Club of Sedona Red Rocks for an event scheduled for Saturday, October 22, 2016, located at Posse Grounds Park, 525 Posse Ground Road, Sedona, AZ.**
- k. **AB 2150 Approval of a Special Event Liquor License for a Red Earth Theatre exhibition and live performance event scheduled for Friday, September 30, 2016, located at the Sedona Hub, 525-B Posse Grounds Road, Sedona, AZ.**
- l. **AB 2152 Approval of a Remote Tasting Room License for Odyssey Cellars, Inc. (Winery 1912 and Distillery) located at 320 N. State Route 89A #3, Sedona, AZ (License #13023012).**
- m. **AB 2153 Approval of a Remote Tasting Room License for Odyssey Cellars, Inc. (Winery 1912 and Distillery) located at 320 N. State Route 89A #3, Sedona, AZ (License #18023001).**
- n. **AB 2154 Approval of a Remote Tasting Room License for Javelina Leap Vineyards & Winery located at 251 State Route 179, Suites 1, 2, 3, & 4, Sedona, AZ (License #13133009).**
- o. **AB 2155 Approval of an Extension of Premises/Patio Permit for Sedona Rouge, LLC/Reds located at 2250 W. SR 89A, Sedona, AZ (License #11133017).**
- p. **AB 2158 Approval of a Special Event Liquor License for the Sedona Chamber of Commerce for an event scheduled for Thursday, October 27, 2016, located at Russ Lyon Sotheby's International Realty, 20 Roadrunner Drive, Sedona, AZ.**
- q. **AB 2136 Approval of a contract with Albert Holler & Associates to perform sales tax audits on behalf of the City and to update the City Tax Code.**

Motion: Vice Mayor Martinez moved to approve consent items 3a, 3b, 3c, 3d, 3e, 3f, 3g, 3h, 3i, 3j, 3k, 3l, 3m, 3n, 3o, 3p, and 3q. Seconded by Councilor Williamson. Vote: Motion carried unanimously with six (6) in favor and zero (0) opposed.

4. Appointments

- a. **AB 2156 Discussion/possible action regarding the appointment of a member to the Public Safety Personnel Retirement System Local Board.**

Presentation by Mayor Moriarty. Mayor Moriarty recognized Mr. Jepson for his willingness to serve.

Motion: Councilor Williamson moved to appoint Kenneth Jepson to a seat on the Public Safety Personnel Retirement System Local Board with a term beginning immediately and ending April 26, 2019 or until a successor is appointed, whichever is later. Seconded by Councilor Jablow. Vote: Motion carried unanimously with six (6) in favor and zero (0) opposed.

5. Summary of Current Events by Mayor/Councilors/City Manager

Councilor Jablow stated that the dedication ceremony for the 9-11 Memorial at Station 6 was a great event with approximately 600-700 people in attendance. He thanked Justin Clifton, the Police Department, the Arizona Rangers, and the volunteers for all of their help with the event. Vice Mayor Martinez thanked Councilor Jablow, his committee, and everyone who attended for this excellent event. Vice Mayor Martinez advised that the Verde Valley Coalition Against Human Trafficking is hosting a meeting on Thursday,

September 29th, at the Sedona Public Library at 6:00 p.m. with an update on what they are doing to help. He also stated that the Fiesta del Tlaquepaque was held last Saturday to celebrate Mexican Independence Day and was a great event. Councilor Williamson congratulated Councilor Jablow on arranging the 9-11 event where people came together for something positive. Councilor Thompson advised that there is a League of Women Voters forum on the working poor and minimum wage on Monday from 9:00 to 10:30 a.m. at the Yavapai College campus in Sedona. He also stated that there is a meeting on a major amendment to the community plan on September 20th at 5:30 p.m. at City Hall. Mayor Moriarty stated that the Sedona Winefest will be held on September 24th and 25th at Posse Grounds Park. There will be 19 wineries, food vendors, music, and art.

6. Public Forum

Steve Schliebs, Sedona, requested that everyone consider a sustainable energy goal for the City of Sedona. He stated the global warming is leading to worsening of wildfires. He suggested that there is a moral imperative for the City to take action against global change which he believes can only be solved locally.

7. Proclamations, Recognitions, and Awards

a. Presentation of Proclamation, National Employer Support of the Guard and Reserve Week, September 11-17, 2016.

Mayor Moriarty read the proclamation and presented it to Luke Sefton. Mr. Sefton thanked the City Council for their recognition and support of the military.

b. Presentation of Proclamation, Constitution Week, September 17-23, 2016.

Mayor Moriarty read the proclamation and presented it to Donna Pratt, Mary Alford, and Joan Kennedy. Ms. Pratt thanked the Council for their recognition and suggested that everyone visit the display in the children's library at the Sedona Public Library which will be there for the next week.

8. Regular Business

a. AB 2131 Discussion/possible direction regarding Docket E-01345A-16-0036, the rate case filed with the Arizona Corporation Commission by Arizona Public Service on June 1, 2016.

Introduction by Justin Clifton. Presentation by Robert Pickels, Jr., Rick Romain, Consulting Engineer with Technology Coordinators, LLC, Kris Mayes, former chair of the Arizona Corporation Commission and attorney with Kris Mayes Law, and Lucy Mason, former legislator and Director of Arizona Solar Energy Industries Association.

Opened to the public at 5:52 p.m.

Phillip Allen, Sedona, spoke in opposition to the APS rate case and in particular the charges for analog meters. He does not believe that there is a justification for these charges and feels that the cost savings from smart meters far offsets the cost to continue to read analog meters.

Charles Miller, Goodyear, representing an organization called Conservative Alliance for Solar Energy (CASE) spoke on behalf of solar energy.

Matt Petersen, Phoenix, operations director for a solar company, spoke on behalf of solar energy, the job creation, and the customers. He felt that the City should intervene in the rate case.

Dru Bacon, Goodyear, advised that his community has 4,500 houses and 1,178 of those houses have rooftop solar which is over 25%. He volunteers and works in the solar industry and also represents CASE. Renewable energy is the future and fossil fuels are being depleted.

Marty Landa, Sedona, thanked the City Council for arranging for this presentation. He asked that the Council take a larger look at sustainability issues. He asked that Council intervene and object to this rate case.

Stefanie Layton, Scottsdale, APS Director of Revenue Requirements, stated that the rate case is a lengthy and transparent public process. She clarified that demand rates for residential customers are averaged over an hour increment. This component of the bill is only measured during the on-peak window which is 3:00 to 8:00 p.m. Monday through Friday. This is not an additional charge but the demand component balances with the energy component. She also advised that 20-25% of their customers who use 600 kWh or less per month will have an option to have a rate without the demand component. APS is also proposing \$48 million of assistance annually for their limited income population. APS has not had a rate case in 5 years and the total request is an average 5.74% increase which is significantly below the consumer price index for the five years.

Jenna Rowell, Gilbert, APS, Manager of Community Affairs, advised that they appreciate the City hosting this listening session. APS has been conducting open houses and community outreach meetings and have reached over 1,000 people to date. The demand rates send price signals to consumers about peak usage and allow consumers to impact APS's energy portfolio.

Brought back to Council at 6:12 p.m.

Questions from Council.

By majority consensus, Council directed staff to arrange for a separate presentation by APS and possibly others as well as an executive session for legal advice.

Break at 6:28 p.m. Reconvened at 6:45 p.m.

b. AB 2151 Discussion/possible action regarding a resolution approving the canvass of the City's Primary Election held on August 30, 2016.

Presentation by Susan Irvine.

Questions and comments from Council.

Motion: Councilor Lamkin moved to approve Resolution No. 2016-28, a resolution of the Mayor and Council of the City of Sedona, Arizona declaring and adopting the results of the Primary Election held on August 30, 2016. Seconded by Vice Mayor Martinez. Vote: Motion carried unanimously with six (6) in favor and zero (0) opposed.

c. Reports/discussion on Council assignments

Mayor Moriarty attended a Yavapai College Governing Board meeting today and learned that they are suspending the Verde Valley Board Advisory Committee activities as of September 30, 2016. They agreed to increase the capital budget for spending at the Prescott Valley and Sedona campuses. The open area in the center of the Sedona campus will be enclosed and used for events, and classrooms will be remodeled to include a teaching kitchen and bakery. OLLI classes will still be offered at the Sedona campus. She also heard a report on activities of the College regarding recruitment and was amazed at the activities and outreach to area high schools.

d. Discussion/possible action on future meeting/agenda items

Justin Clifton inquired about a Council retreat in January for an afternoon or full day. He advised this might be held outside of Council Chambers or possibly out of town and would also like to use an outside facilitator. Mayor Moriarty advised that there is a meeting tomorrow at 3:00 p.m. Councilor Jablow reminded everyone that there is an intergovernmental meeting on Thursday in Camp Verde at 6:00 p.m.

9. Executive Session

Upon a public majority vote of the members constituting a quorum, the Council may hold an Executive Session that is not open to the public for the following purposes:

- a. To consult with legal counsel for advice on matters listed on this agenda per A.R.S. § 38-431.03(A)(3).**
- b. Return to open session. Discussion/possible action on executive session items.**

No Executive Session was held.

10. Adjournment

Mayor Moriarty adjourned the meeting at 7:05 p.m. without objection.

I certify that the above are the true and correct actions of the Regular City Council Meeting held on September 13, 2016.

Susan L. Irvine, CMC, City Clerk

Date

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Action Minutes
Special City Council Meeting
Joint Meeting with Planning & Zoning Commission
City Council Chambers, Sedona City Hall,
102 Roadrunner Drive, Sedona, Arizona
Wednesday, September 14, 2016, 3:00 p.m.

1. Call to Order/Pledge of Allegiance/Moment of Silence

Mayor Moriarty called the meeting to order at 3:00 p.m.

2. Roll Call

Roll Call: Mayor Sandy Moriarty, Councilor Scott Jablow, Councilor Tom Lamkin, Councilor Jon Thompson, and Councilor Jessica Williamson. Vice Mayor Martinez was absent and excused.

Chairman Marty Losoff, Commissioner Randy Barcus Commissioner Eric Brandt, Commissioner Avrum Cohen, and Commissioner Larry Klein. Vice Chair Kathy Levin was absent and excused. Commissioner Gerhard Mayer was absent and not excused.

Staff Present: City Manager Justin Clifton, Assistant City Manager Karen Osburn, City Attorney Robert Pickels Jr., Community Development Director Audree Juhlin, Assistant Community Development Director Warren Campbell, Deputy City Clerk JoAnne Cook.

3. Special Business

- a. AB 2129 Discussion/possible direction regarding the Wireless Master Plan and Land Development Code revisions being prepared by CityScape Consultants. CityScape will present propagation mapping from their recent assessments, potential public land use solutions, and initial policy revisions; and will seek guidance on how to proceed with potential policy changes.**

Introduction by Karen Osburn. Presentation by Susan Rabold, Project Manager with Cityscape Consultants, Inc.

Questions and comments from Council and Planning & Zoning Commission.

Opened to the public at 4:57 p.m.

Ron Maassen, Sedona, board member of the Historical Society advised that the Historical Society has a multi-year lease with the City on the property located at 735 Jordan Road and asked that Council consider this. He mentioned that there might be a concern with the placement of modern equipment on the historic site.

Steve Schliebs, Sedona, asked a question regarding the availability of fiber optics at the sites.

Brought back to Council at 5:00 p.m.

Presentation and discussion only. No direction given.

- b. Discussion/possible action on Future Meeting/Agenda items- None.**

4. Executive Session

Upon a public majority vote of the members constituting a quorum, the Council may hold an Executive Session that is not open to the public for the following purposes:

- a. **To consult with legal counsel for advice on matters listed on this agenda per A.R.S. § 38-431.03(A)(3).**
- b. **Return to open session. Discussion/possible action on executive session items.**

No Executive Session was held.

5. Adjournment

Mayor Moriarty adjourned the meeting at 5:00 p.m. without objection.

I certify that the above are the true and correct actions of the Special City Council Meeting held on September 14, 2016.

JoAnne Cook, Deputy City Clerk

Date



CITY COUNCIL AGENDA BILL

AB 2162
September 27, 2016
Consent Items

Agenda Item: 3c

Proposed Action & Subject: Approval of recommendation regarding a new Series 18 In-State Craft Distillery Liquor License for Redwall Distillery located at 2130 Shelby Drive, Sedona, AZ (License #18133002).

Department City Clerk

Time to Present N/A

Total Time for Item

Other Council Meetings N/A

Exhibits Liquor License Application is available for review in the City Clerk's office.

| | | |
|-------------------------------|--|---|
| City Attorney Approval | Reviewed 9/19/16 RLP | Expenditure Required |
| | | \$ 0 |
| City Manager's Recommendation | Recommend approval of a new Series 18 Liquor License for Redwall Distillery. | Amount Budgeted |
| | | \$ 0 |
| | | Account No. N/A (Description) |
| | | Finance <input checked="" type="checkbox"/> Approval |

SUMMARY STATEMENT

Background: State liquor laws require Sedona's City Council to forward a recommendation for approval or denial of applications for liquor licenses.

The City has received an application for a new Series 18 In-State Craft Distillery Liquor License for Redwall Distillery located at 2130 Shelby Drive, Sedona, AZ (License #18133002). The liquor license application is available for review and inspection in the City Clerk's office or by email.

An In-state Craft Distillery is located in Arizona and produces not more than 20,000 gallons of distilled spirits annually. This license has on- and off-sale retail privileges. The licensee may serve spirits produced on the premises for consumption on the premises, sampling, and in the original, sealed container for sales "to-go". The licensee may sell and deliver to consumers who order by telephone, mail, fax, catalogue or internet. Internet Sales & Residential Shipping are limited in this state.

An In-state Craft Distillery that produces not more than 1,189 gallons of distilled spirits in a calendar year may self-distribute which means they may sell and deliver spirits produced on the premises to businesses licensed to sell distilled spirits in and out-of-state. Sales of distilled spirits produced by other craft distillers may not exceed 20 percent of sales by volume.

Community Plan Consistent: ☐Yes - ☐No - ☒Not Applicable

Board/Commission Recommendation: ☐Applicable - ☒Not Applicable

Alternative(s): Do not recommend approval for a new Series 18 In-State Craft Distillery Liquor License for Redwall Distillery located at 2130 Shelby Drive, Sedona, AZ (License #18133002).

MOTION

I move to: recommend approval of a new Series 18 In-State Craft Distillery Liquor License for Redwall Distillery located at 2130 Shelby Drive, Sedona, AZ (License #18133002).



CITY COUNCIL AGENDA BILL

AB 2159
September 27, 2016
Regular Business

Agenda Item: 8a

Proposed Action & Subject: Presentation/discussion with Dr. Clint Ewell, Vice President for Finance and Administrative Services, regarding a general countywide update on Yavapai College.

Department City Council

Time to Present 10 minutes

Total Time for Item 45 minutes

Other Council Meetings N/A

Exhibits A. Yavapai College Community Update

| | | |
|-------------------------------|----------------------|--|
| City Attorney Approval | Reviewed 9/19/16 RLP | Expenditure Required |
| | | \$ 0 |
| City Manager's Recommendation | N/A—discussion only. | Amount Budgeted |
| | | \$ 0 |
| | | Account No. N/A (Description) |
| | | Finance Approval <input checked="" type="checkbox"/> |

SUMMARY STATEMENT

Background: The City has had longstanding conversations with Yavapai College concerning services offered in Sedona and throughout the Verde Valley. Dr. Clint Ewell, Vice President Finance and Administrative Services, will be present to give a countywide update on the College.

Enclosed with this agenda bill you will find one exhibit for your review. It is a Yavapai College Community Update from the desk of Dr. Penny Wills.

Community Plan Compliant: ☐ Yes - ☐ No - ☒ Not Applicable

Board/Commission Recommendation: ☐ Applicable - ☒ Not Applicable

Alternative(s): None.

MOTION

I move to: presentation and discussion only. No action required.

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YAVAPAI COLLEGE

COMMUNITY UPDATE



FROM THE DESK OF DR. PENNY WILLS

Other schools mark fall semester with the turning of leaves or a chill in the air. Here at Yavapai College, I see fall in the arrival of our new students, brimming with energy and anticipation;

I see it in the faces of our returning students, determined and confident. And, I see it in our faculty and staff – reinvigorated and ready to play their role in student success.

This academic year brings challenges, as well. Like many colleges across the country, we are managing constant change in our budgeting and enrollment; in the makeup of our districts, and in the needs of our communities. We will embrace the changes ahead while remaining true to our core purpose. At Yavapai College, our mission is our students' success.

That means focusing on improving outcomes. As an institution, we are exploring ways to increase retention and graduation rates. Our faculty mentorship project is already underway and will offer personalized support for first-time college students. Our Strategic Enrollment Management committee has identified the need to focus on personal enrichment and strengthening ties to high school counselors and teachers.

Keeping pace with our community, and its needs, also requires clear communication. At Yavapai College, we are listening: through our Focus Forum series, key stakeholders from across the district have offered recommendations and insights related to their expectations of the college. We were heartened by positive feedback: YC responds to community priorities with flexible programming, serves as an economic driver, and enhances cultural enrichment opportunities for the district.

At our August convocation ceremony, I challenged our faculty and staff to think about what each of us can do, as individuals, to provide greater support to our students, our college, and our community as a whole. Together we can make the 2016-17 academic year the time to grow Yavapai County's "education capital." A concerted effort will lead us to our vision: Yavapai College makes our community a better place to learn, work and live.

Let's continue the conversation:

If you want to know more about any of our projects at Yavapai College, please reach out. We're always happy to meet with you or your group to answer questions and hear ideas. Just call Karen Jones at 928-776-2307 to invite a Yavapai College rep to one of your meetings.



Yavapai College Nursing Program



Yavapai College Career Fair



Verde Valley Ceramics

QUALITY

AFFORDABLE

EDUCATION



AROUND OUR DISTRICT

PRESCOTT CAMPUS

The campus is alive this fall with classes, events and new services for our community. The art gallery begins the academic year with the Fall Faculty Exhibition; the library offers the Naxos Music Library, a free streaming music database offering nearly 2 million tracks of music; and YC's highly anticipated, inaugural Pokemon Go Invitational Tournament will be held on Sept. 24th. It promises to be a great introduction to the campus for many of the attendees.

Good news for the business community and lifelong learners: building renovations for the Regional Economic Development Center (REDC) and the Osher Lifelong Learning Institute (OLLI) are now complete. The REDC staff can now work more effectively with business professionals, and the OLLI building offers an attractive, comfortable space for its growing ranks of lifelong learners.

Join us on October 21 for an open house event: participants of all ages will have the opportunity to attend college-level sessions hosted by YC faculty and staff. Attendees will learn more about subjects like nursing, viticulture, financial aid, application preparation, and many others. Attendance is limited to the first 200 participants. The online registration form will be available soon at yc.edu.

VERDE VALLEY CAMPUS

Student success was the underlying theme of the summer. Fourteen high school students participated in the early-college LEAD program, earning college credits and getting a preview of campus life. The result: all enrolled at YC for the fall semester, either as full or part-time students. And, the popular College For Kids program hit an all-time high with 485 registrations!

This fall, thanks to a new partnership with the Valley Academy for Career and Technology Education, Verde Valley high school students will be able to earn college credits while taking YC courses in Welding, Fire Science and Media Arts.

Improvements to the campus include new maps, directories, and signs designed to simplify navigating the grounds. Plus, the Mabery Pavilion will launch its fall season with a new paved floor to compliment lighting and landscape work.

SEDONA CENTER

Community teams have shared their ideas for the future of the Sedona Center. Highlights included: adding culinary and pastry kitchens to support the development of a culinary/hospitality program; redesigning classrooms to accommodate lifelong learning, community education, and general education programming; and exploring a partnership with Sedona Red Rock High School to enhance their performing arts program.

CAREER & TECHNICAL EDUCATION CENTER (CTEC)

Career & Technical Education (CTE) programs continue to thrive with a robust 90.5% job placement percentage. By pairing high job placement with career coaching assistance, CTE gives our students a competitive edge in Arizona's job market.

With a National Science Foundation grant of \$855,350 to fund high-quality engineering technician training, work-based student internships, instructor training and technical equipment enhancements for the next three years, CTEC will continue to remain one of the top facilities of its kind in Arizona.

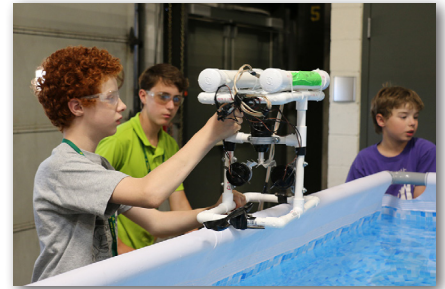
In an effort to promote increased collaboration and efficient use of public monies, the Mountain Institute Joint Technical Education District administration has relocated to the Yavapai College Career & Technical Education Center. The campus typically hosts more than 200 high school students who attend courses in Pre-Engineering, Welding, Automotive, Auto Body and Paint, and Aviation.



Prescott Campus



Verde Valley Campus



CTEC Robot Camp

CTE Program Highlights

Computer Numerical Control

The Computer Numerical Control (CNC) Machining certificate program provides an introduction to manufacturing technology and allows the student to program and operate a CNC mill and lathe, design a product for CNC machining, reverse engineer a product for 3D replication, and set tools for the CNC machining of a given product.

Industrial Machine Mechanic

The Industrial Machine Mechanic (IMM) program offers six certificates and a degree in the millwright trade and prepares the student for careers in industrial plant and production machinery installation, maintenance, repair, and fabrication. The types of machines taught include pumps, valves, hydraulic/pneumatic, and bulk material handling (e.g., conveyer systems).

CHINO VALLEY AGRIBUSINESS CENTER

Through two successful summer horticulture classes, students prepared the tomato bay for fall students, built a straw-bale garden, planted the pumpkin patch, cleaned up the outdoor gardens and erected a trellis for the grape vines. Meanwhile, canine students tested their handling skills while learning about canine sports such as barn hunt, flyball and agility.

Among the community activities on tap at the center this fall is an all-breed, multi-discipline horse show on Saturday, Oct. 8. The event is in partnership with the Arizona Agribusiness & Equine Center.

The Electrical Utility Lineworker program is in full swing with its third cohort. Students are learning the basics of electricity and line skills in preparation for well-paying careers in the energy industry. If you stop by the campus, you may see our students at the top of 40' poles installing equipment, operating utility trucks, or conducting mock rescues.

PRESCOTT VALLEY CENTER

The center will undergo renovations and expansion over the next year. Many YC allied health and JTED programs will relocate to the campus once construction is complete. The renovations will provide dedicated classrooms and labs, which will contribute to student learning and success.

FINANCIAL AID

Parents and students, take note. Financial aid may be awarded earlier this year. The 2017-18 Free Application Form for Student Aid (FAFSA) will be available starting Oct. 1, 2016 -- three months early! YC financial aid staff will present several workshops at area high schools this fall to ensure that college-bound students are aware of the latest FAFSA filing information.

YAVAPAI COLLEGE PERFORMING ARTS CENTER (YCPAC)

It's hard to imagine a more exciting fall/winter season of entertainment. The Yavapai College Music Department will follow up its September production of "Little Women: The Musical" with the holiday classic "It's a Wonderful Life" in December. Celebrated artists appearing live at the YCPAC include Art Garfunkel and Rita Rudner. Plus, the center will continue to offer satellite broadcasts of the Metropolitan Opera, National Theatre Live, the Bolshoi Ballet performances, and others.

In the Verde Valley, the YCPAC will present Australian jazz sensation Matt Baker & the Trio at the Phillip England Center on Oct. 22 and Windham Hill: Winter Solstice will usher in the holidays at the Sedona Performing Arts Center, Nov. 20. The Broadway favorite Golden Dragon Acrobats will amaze in the final winter season performance at the Sedona Performing Arts Center in March, 2017.

As always, for the full season schedule and ticket information, visit the Yavapai College Performing Arts Center website at www.ycpac.com.

REGIONAL ECONOMIC DEVELOPMENT CENTER (REDC)

Fostering employer/job-seeker connections, the REDC has been a principal collaborator in a series of career fairs around the district. The next scheduled event will be held at the Prescott Valley Event Center, Sept. 27, 9 a.m. - 1 p.m.

"Mobile Small Business Counseling for Rural Yavapai County" is now available thanks to a \$68,000 grant. The funding will expand small business technical assistance including personalized counseling services through the Small Business Development Center (SBDC). The geographic areas of focus for the grant include Yarnell, Black Canyon City, and the Town of Chino Valley.

In addition, the SBDC will continue to offer a variety of low-cost entrepreneurship workshops, as well as free one-on-one small business counseling. For workshop schedules and information, visit the SBDC web page at www.yc.edu/sbdc.



Chino Valley Agribusiness Center



Prescott Valley Campus



Financial Aid Support



Yavapai College Performing Arts Center



REDC Workshop

ATHLETICS

The Roughrider baseball and softball teams this spring were the pride of the county. Baseball capped a stellar season by winning the National Junior College World Series. Softball capped an outstanding season with a fourth-place finish in the NJCAA national championship tournament.

Academics were also a source of pride for YC athletes. Five student athletes earned a perfect 4.0 GPA. Seventeen student-athletes earned NJCAA academic awards and 45 of 78 student athletes were named to the Athletic Director's Honor Roll for earning a 3.0 GPA or higher.

The Roughrider soccer and volleyball fall seasons are now underway and both teams are off to a solid start and on their way to post-season appearances. Visit www.goroughriders.com for game schedules.



National Junior College World Series Champions



YC Softball

IN CLOSING

I hope this letter brings you up to date on just some of YC's recent and upcoming activity. I'd like to leave you with an infographic (below) that reminds us why Yavapai College is the best place to receive a high-quality education through both credit and non-credit programming.

If there's anything you'd like to know more about, please call Karen Jones at (928) 776-2307. We look forward to hearing from you.

Dr. Penny Wills
President
Yavapai College

YC By the Numbers

\$10,146

Average tuition cost for 15 credit hours (typical for one semester) among the four largest Arizona universities.

\$1,185

Tuition cost for 15 credit hours (typical for one semester) at Yavapai College.

\$13.8M

Tuition assistance provided to Yavapai College students in 2015-16 through grants, loans, scholarships and other sources.

2,849

Number of Yavapai College students that received financial aid in 2015-16.

18,917

Number of students served in the Lifelong Learning Programs at Yavapai College (OLLI, Community Education, EDventures and College for Kids), 2011-16.

FOLLOW US TODAY.





**CITY COUNCIL
AGENDA BILL**

**AB 2161
September 27, 2016
Regular Business**

Agenda Item: 8b

Proposed Action & Subject: Discussion/possible action regarding use of contingency funds for Carrol Canyon Wash bank protection emergency work occurring at 2280 Shelby Drive (Sedona Recycles Center).

Department Public Works

Time to Present 5 minutes

Total Time for Item 30 minutes

Other Council Meetings N/A

Exhibits
A. Design Contract with SWI
B. Tiffany Proposal
C. Project Map
D. Two Photos of Damage

| | | |
|-------------------------------|---|---|
| City Attorney Approval | Reviewed 9/19/16 RLP | Expenditure Required |
| | | \$ 90,000 (approximate) |
| City Manager's Recommendation | Approve the use of contingency funds for emergency work at 2280 Shelby Drive. | Amount Budgeted |
| | | \$ 250,000 |
| | | Account No. 10-5245-01-6761 (Description) Contingency Fund |
| | | Finance <input checked="" type="checkbox"/> Approval |

SUMMARY STATEMENT

A storm event occurred on August 10, 2016 that resulted in damage to the Carrol Canyon Wash bank along the City property located at 2280 Shelby Drive (Sedona Recycles Center). As is evident in the first photo of Exhibit D, the damage and lost work area in the southeast corner of the recycle center is fairly significant. The erosion damage from this storm event also made it apparent that it would be prudent to stabilize the wash bank adjacent to the City's major pump station.

Background: Following the August 10th storm event, City staff met onsite with representatives from Shephard-Wesnitzer, Inc. (SWI) and Tiffany Construction Company (TCC) to discuss alternatives and recommendations to make immediate and permanent improvements to the eroded wash bank. Due to the critical/urgent nature of the situation, the consultant and contractor were directly selected to complete the work as sole source. In addition, since the work was unanticipated, it was not budgeted. Therefore, funds are requested to be utilized from contingency.



The Contracts:

- TCC provided the City with a proposal for construction of the anticipated improvements in the amount of \$69,691.98 on August 22, 2016
- The City entered into a design-build contract with SWI in the amount of \$17,005 on September 8, 2016

The Contractor:

The City has extensive experience working with Tiffany over the past couple decades. Some of their drainage related projects for the City include:

- The Chapel Area Drainage Project
- The Soldier Wash Jersey Barrier Drainage Project
- The Harmony-Windsong Storm Drainage Project
- The Casa Bonita Phase of the Coffee Pot Drainage Basin Improvements Project
- The Brewer Road/Tlaquepaque Drainage Improvements Project – Phase 3

Staff has had a good working relationship with Tiffany on these projects, and they have performed successfully. TCC was awarded the FY 2017 Drainage JOC on September 13, 2016, although this project will be paid for using contingency funds since it was not anticipated.

Other Considerations:

- The existing wall was built by Sedona Recycles Center
- The new wall will be built with scour erosion protection elements
- The City work is necessary to protect the land
- Sedona Recycles Center will need to rebuild infrastructure for their facilities

Reconstruction Improvements Will Include:

- Construct a new concrete retaining wall with footing along the west wash bank adjacent to the recycle center
- Backfill and compact the area behind the new concrete retaining wall

- Grade the west channel bank adjacent to the City's pump station and apply Sedona Red shotcrete stabilization from the new concrete retaining wall to the existing shotcrete at the AAA drainage crossing inlet

Schedule:

- The design is expected to be complete by the end of September
- Construction is anticipated to begin once the design is complete and should take approximately two weeks

Community Plan Consistent: ☒Yes - ☐No - ☐Not Applicable

Chapter 5 of the Community Plan addresses the Environment. One of the five major goals of this chapter is to reduce the impacts of flooding and erosion on the community and environment. Key issues cited here include addressing the negative impacts of flooding which has resulted in property damage and other impacts, including negative impacts on habitat and the water quality of Oak Creek. Page 76 of the Community Plan provides a dedicated discussion of the importance of stormwater management and the prioritization of drainage improvements.

Board/Commission Recommendation: ☐Applicable - ☒Not Applicable

Alternative(s): By not doing this project, further loss of usable property at the recycle center would be expected during future storm events and the City's pump station could eventually be threatened.

MOTION

I move to: approve the use of contingency funds for the Carrol Canyon Wash bank protection emergency work needed at 2280 Shelby Drive (Sedona Recycles Center).

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**CONTRACT FOR PROFESSIONAL SERVICES
FOR THE CITY OF SEDONA**

This contract is made and entered into on this 8th day of September, 2016, by and between the City of Sedona ("CITY") and **Shephard-Wesnitzer, Inc.** "CONSULTANT").

1. A. The CONSULTANT agrees to perform certain consulting and coordinating services for CITY, as set forth in **Exhibit "A"** (attached).
- B. CITY agrees to pay the CONSULTANT as compensation for services on a time and materials basis in accordance with the process and fee schedule set forth in Exhibit "A," not to exceed a total amount of **\$17,005.00**. If deemed necessary by CITY, the CONSULTANT and CITY will confer to further define specific tasks in the scope of work and estimate the amount of time to be spent on those tasks.
- C. Any work that is different from or in addition to the work specified shall constitute a change in the scope of work. No such change, including any additional compensation, shall be effective or paid unless authorized by written amendment executed by the City Manager and by CONSULTANT. If CONSULTANT proceeds without such written authorization, then CONSULTANT shall be deemed to have waived any claims of unjust enrichment, *quantum meruit* or implied contract. Except as expressly provided herein, no agent, employee or representative of CITY shall have the authority to enter into any changes or modifications, either directly or implied by a course of action, relating to the terms and scope of this contract.
2. All correspondence, reports and other documentation of CONSULTANT'S work shall be considered confidential information and will be distributed only to those persons, organizations or agencies specifically designated by CITY or its authorized representative, or as specifically required for completion of CONSULTANT'S task, or pursuant to a public records request under ARS 39-121 and related provisions. In the event such request is made for a commercial purpose, the CITY will notify CONSULTANT for purposes of redaction or protection of proprietary work/confidential information.
3. Except as otherwise set forth in this contract, billing and payment will be in accordance with the conditions set forth in Exhibit "A." Invoices are due and payable upon receipt and are delinquent only thirty (30) days after the date received by CITY. Each invoice shall set forth a general description of the work performed, in accordance with the scope of work, for the hours billed. CONSULTANT may complete such work as it deems necessary, after termination, except that such work will be at its own expense and there shall be no "termination charge" whatsoever to CITY.
4. Any fee required by any governmental agency in order for CONSULTANT to accomplish a task hereunder shall be provided by CITY and is not included in the hourly fee.
5. In the event any term or provision of this contract is held to be illegal or in conflict with any law of the United States or Arizona or any local law, the validity of the remaining provisions shall not be affected, and this contract shall be construed and enforced as if it did not contain the particular term or provision,
6. **OWNERSHIP OF DOCUMENTS.** All documents, including, but not limited to, correspondence, estimates, notes, recommendations, analyses, reports and studies that are

prepared in the performance of this contract are to be, and shall remain, the property of CITY and are to be delivered to CITY before the final payment is made to the CONSULTANT.

7. PROFESSIONAL RESPONSIBILITY. CONSULTANT hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law.
8. COMPLIANCE WITH LAW. It is contemplated that the work and services to be performed by CONSULTANT hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations that are in effect on the date of this contract. Any subsequent changes in applicable laws, ordinances, rules or regulations that necessitate additional work shall constitute a change in the scope of work. It is unlawful for any business to operate if it is (1) physically located within the city limits, or (2) if it has an obligation to pay transaction privilege taxes (TPT) to the city of Sedona for the business it is conducting, without first having procured a current business license from the city and complying with any and all regulations of such business specified in the Sedona City Code, Sedona Land Development Code (LDC), and Arizona Revised Statutes except as exempted pursuant to SCC 5.05.025. Said compliance shall include but not be limited to compliance with any and all zoning ordinances and specified building uses. A business license is in addition to the privilege tax license required by Section 8-300 of the Sedona City Tax Code.
9. INDEMNIFICATION. To the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless CITY, and each council member, officer, employee or agent thereof (CITY and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims") to the extent that such Claims (or actions in respect thereof) are caused by the negligent acts, recklessness or intentional misconduct of the CONSULTANT, its officers, employees, agents or any tier of subcontractor in connection with CONSULTANT's work or services in the performance of this contract. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this paragraph.
10. INSURANCE.
 - A. The CONSULTANT agrees to procure and maintain in force during the term of this contract, at its own cost, the following coverages:
 1. Worker's Compensation Insurance as required by the Labor Code of the State of Arizona and Employers' Liability Insurance.
 2. Commercial General or Business Liability Insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000.00) each occurrence and TWO MILLION DOLLARS (\$2,000,000.00) general aggregate.
 3. Automobile Liability Insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS (\$1,000,000.00) for any one occurrence, with respect to each of the CONSULTANT'S owned, hired or

non-owned automobiles assigned to or used in performance of the services. In the event that the CONSULTANT'S insurance does not cover non-owned automobiles, the requirements of this paragraph shall be met by each employee of the CONSULTANT who uses an automobile in providing services to Sedona under this contract.

4. Professional Liability coverage with minimum limits of FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) each claim and ONE MILLION DOLLARS (\$1,000,000.00) general aggregate. If approved by CITY, evidence of qualified self-insured status may be substituted for one or more of the foregoing insurance coverages.
 - B. CONSULTANT shall procure and maintain the minimum insurance coverages listed herein. Such coverages shall be procured and maintained with forms and insurers acceptable to CITY, acceptable of which shall not be unreasonably withheld. All coverages shall be continuously maintained to cover all liability, claims, demands and other obligations assumed by the CONSULTANT pursuant this contract. In the case of any claims made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.
 - C. A Certificate of Insurance shall be completed by the CONSULTANT'S insurance agent(s) as evidence that policies providing the required coverages, conditions and minimum limits are in full force and effect, and shall be subject to review and approval by CITY. The Certificate shall identify this contract and shall provide that the coverages afforded under the policies shall not be canceled, terminated or limits reduced until at least 30 days prior written notice has been given to CITY. The City shall be named as an additional insured. The completed Certificate of Insurance shall be sent to:

City of Sedona
102 Roadrunner Drive
Sedona, AZ 86336
ATTN: City Clerk
 - D. Failure on the part of the CONSULTANT to procure or maintain policies providing the required coverages, conditions and minimum limits shall constitute a Material Breach of Contract upon which CITY may immediately terminate this contract or, at its discretion, CITY may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by CITY shall be repaid by the CONSULTANT to CITY upon demand, or CITY may offset the cost of the premiums against any monies due to CONSULTANT from CITY.
 - E. CITY reserves the right to request and receive a certified copy of any policy and any pertinent endorsement thereto. CONSULTANT agrees to execute any and all documents necessary to allow Sedona access to any and all insurance policies and endorsements pertaining to this particular job.
11. NON-ASSIGNABILITY. Neither this contract, nor any of the rights or obligations of the parties hereto, shall be assigned by either party without the written consent of the other.
 12. TERMINATION. This contract shall terminate at such time as the work in the scope of work is completed or upon CITY providing CONSULTANT with seven (7) days advance written

notice, whichever occurs first. In the event the contract is terminated by CITY's issuance of said written notice of intent to terminate, CITY shall pay CONSULTANT for all work previously authorized and performed prior to the date of termination. If, however, CONSULTANT has substantially or materially breached the standards and terms of this contract, CITY shall have any remedy or right of set-off available at law and equity. No other payments, including any payment for lost profit or business opportunity, and no penalty shall be owed by CITY to CONSULTANT in the event of termination upon notice.

13. VENUE. This contract shall be governed by the laws of the State of Arizona, and any legal action concerning the provisions hereof shall be brought in the County of Coconino, State of Arizona.
14. INDEPENDENT CONTRACTOR. CONSULTANT is an independent contractor. Notwithstanding any provision appearing in this contract, and any exhibits and/or addenda, all personnel assigned by CONSULTANT to perform work under the terms of this contract shall be, and remain at all times, employees or agents of CONSULTANT for all purposes. CONSULTANT shall make no representation that it is the employee of CITY for any purpose.
15. NO WAIVER. Delays in enforcement or the waiver of any one or more defaults or breaches of this contract by City shall not constitute a waiver of any of the other terms or obligations of this contract.
16. ENTIRE AGREEMENT. This contract, together with the attached exhibits, is the entire agreement between CONSULTANT and CITY, superseding all prior oral or written communications. None of the provisions of this contract may be amended, modified or changed except by written amendment executed by both parties.
17. NON-DISCRIMINATION. CONSULTANT, its agents, employees, contractors and subcontractors shall not discriminate in any employment policy or practice. "Discrimination" means to exclude individuals from an opportunity or participation in any activity or to accord different or unequal treatment in the context of a similar situation to similarly situated individuals because of race, color, gender, gender identity, sexual orientation, religion, national origin or ancestry, marital status, familial status, age, disability, or veteran status. (Ordinance 2015-10 (2015)).
18. COMPLIANCE WITH FEDERAL AND STATE LAWS:

CONSULTANT understands and acknowledges the applicability to it of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. The following is only applicable to construction contracts: CONSULTANT must also comply with A.R.S. § 34-301, "Employment of Aliens on Public Works Prohibited," and A.R.S. § 34-302, as amended, "Residence Requirements for Employees."

 - A. Under the provisions of A.R.S. § 41-4401, CONSULTANT hereby warrants to CITY that CONSULTANT and each of its subcontractors will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter "Contractor Immigration Warranty").

- B. A breach of the Contractor Immigration Warranty shall constitute a material breach of this contract and shall subject CONSULTANT to penalties up to and including termination of this contract at the sole discretion of CITY.
 - C. CITY retains the legal right to inspect the papers of any contractor or subcontractor employee who works on this contract to ensure that the contractor or subcontractor is complying with the Contractor Immigration Warranty. CONSULTANT agrees to assist CITY in regard to any such inspections.
 - D. CITY may, at its sole discretion, conduct random verification of the employment records of CONSULTANT and any subcontractors to ensure compliance with Contractor's Immigration Warranty. CONSULTANT agrees to assist CITY in regard to any random verification performed.
 - E. Neither CONSULTANT nor any subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if CONSULTANT or any subcontractor establishes that it has complied with the employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214, Subsection A.
 - F. The provisions of this article must be included in any contract that CONSULTANT enters into with any and all of its subcontractors who provide services under this contract or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.
 - G. CONSULTANT shall execute the required documentation and affidavit of lawful presence as set forth in ARS 1-502/8 USC § 1621 (**Exhibit B**).
19. **DISPUTE RESOLUTION.** The parties agree in good faith to attempt to resolve amicably, without litigation, any dispute arising out of or relating to this contract. In the event that any dispute cannot be resolved through direct discussions, the parties agree to endeavor to settle the dispute by mediation. Either party may make a written demand for mediation, upon which demand the matter shall be submitted to a mediation firm mutually selected by the parties. The mediator shall hear the matter and provide an informal opinion and advise within twenty (20) days following written demand for mediation. Said informal opinion and advice shall not be binding on the parties, but shall be intended to help resolve the dispute. The mediator's fee shall be shared equally by the parties. If the dispute has not been resolved, the matter may then be submitted to the judicial system.
20. **DELAYS.** CONSULTANT shall not be responsible for delays which are due to causes beyond CONSULTANT'S reasonable control. In case of any such delay, any deadline established as part of the scope of work shall be extended accordingly.
21. **ATTORNEYS' FEES AND COSTS.** Should any legal action, including arbitration, be necessary to enforce any term of provision of this contract or to collect any portion of the amount payable hereunder, then all expenses of such legal action or collection, including witness fees, costs of the proceedings and attorneys' fees, shall be awarded to the substantially prevailing party.

22. CONFLICT OF INTEREST. From the date of this contract through the termination of its service to Sedona, CONSULTANT shall not accept, negotiate or enter into any contract or agreements for services with any other party that may create a substantial interest, or the appearance of a substantial interest in conflict with the timely performance of the work or ultimate outcome of this contract and/or adversely impact the quality of the work under this contract without the express approval of the City Manager and the City Attorney. Whether such approval is granted shall be in the sole discretion of the City Manager and the City Attorney. The parties hereto acknowledge that this Contract is subject to cancellation pursuant to the provisions of ARS § 38-511.

23. NOTICE. Any notice or communication between CONSULTANT and CITY that may be required, or that may be given, under the terms of this contract shall be in writing, and shall be deemed to have been sufficiently given when directly presented or sent pre-paid, first class United States Mail, addressed as follows:

24.

CITY: City of Sedona
Attn: City Engineer
102 Roadrunner Drive
Sedona, AZ 86336

CONSULTANT: Shephard-Wesnitzer, Inc.
Attn: Arthur H. Beckwith, PE, Vice President
PO Box 3924
Sedona, AZ 86340

25. NOTICE TO PROCEED. Unless otherwise noted by CITY, acceptance of this contract is official notice to proceed with the work.

CITY OF SEDONA, ARIZONA


City Engineer

ATTEST:



City Clerk

Shephard-Wesnitzer, Inc.
CONSULTANT

By: 
Title: VICE PRESIDENT

I hereby affirm that I am authorized to enter into and sign this contract on behalf of CONSULTANT

APPROVED AS TO LEGAL FORM:


City Attorney

EXHIBIT/S

Exhibit A

- ☒ Scope of Work and Associated Costs

Exhibit B

- ☐ Affidavit of Lawful Presence as set forth in ARS 1-502/8 USC §1621.
☒ Affidavit of Lawful Presence not required as this consultant is a corporation.

EXHIBIT A

**Scope of Services for the
Carroll Canyon Bank Improvements
City of Sedona, Arizona
Shephard-Wesnitzer Inc. #16134 P – Prepared: September 2, 2016**

PROJECT DESCRIPTION

The City of Sedona will be entering into a contract for consulting engineering services and other associated services required to produce a set of bid ready construction documents (plans, engineers estimate and technical specifications) and associated construction phase services for the **Carroll Canyon Bank Improvements**.

PRELIMINARY PROJECT INFORMATION

Existing Conditions

- Recent storms in Sedona have eroded the Carroll Canyon Wash banks adjacent to the City of Sedona's Recycle Center and Carroll Canyon Sewer Pump Station property.
- The wall supporting the storage structure for the Recycle Center has been undermined and failed along with a portion of the storage structure floor.
- The remaining edge of the storage structure has been undermined approximately 8' to 10' and is in danger of failing.

Proposed Improvements

The work is currently anticipated as follows:

1. **Demolition of existing storage structure:** Remove existing storage structure and replace with new floor and possible roof structure.
2. **New support wall:** Construct a new wall to bear on rock if possible to support the proposed storage structure.
3. **Carroll Canyon bank stabilization:** Construct shotcrete slope stabilization along the remaining city property at the west bank of Carroll Canyon Wash.

Anticipated improvements include excavation, remove and replace storage structure improvements, shotcrete bank stabilization.

SWI Project Key Activities

- Boundary survey of City of Sedona property including the Recycle Center and Carroll Canyon Sewer Pump Station including preparation of a Results of Survey to be filed with Yavapai County Recorder.
- Topographic survey of as-built condition of Carroll Canyon wash and banks along the city property line, including surface improvements at 20' back of top of bank.
- Structural design new wall to support new structure. Design to include a slab and possible roof structure.
- Design of shotcrete bank stabilization.

CARROLL CANYON BANK IMPROVEMENTS – EXHIBIT A
SWI #16134 P

- Preparation of 100% Final plans following the comments provided by the City of Sedona Public Works Department.
- SWPPP BMP's to be shown on the plans for the contractor's convenience. Preparation of the SWPPP document for permitting and construction submittals will be a contractor required task.
- Construction Phase Services will be provided during the construction of the project.

SCOPE OF SERVICES:

1. Administrative Tasks

SWI will attend a kick-off meeting with City staff at a time and date agreeable to both parties. At the kick off meeting the Engineer shall provide to the City:

- A preliminary design schedule.
- Discuss the approach, schedule, expectations, special conditions and areas of concern, contract documents, technical specifications and any other issues promoting the successful completion of the project.

General Project administrative tasks are also included in this task budget for the duration of the project including project coordination, meetings, general correspondence, schedule and related activities. SWI has included attending one public hearing and two meetings with the adjacent property owners in this task.

2. Design Schedule

SWI will develop a detailed design schedule after the Pre-Design Meeting including all major tasks. The schedule will be updated as necessary. The schedule shall include a 1 week (7 calendar days) for each City review.

3. Boundary and topographic surveys and Preliminary Construction Cost Estimate

Once the notice to proceed is given SWI will perform the necessary boundary and topographic survey for the project sites. The base maps will be prepared in AutoCAD 2016 format. The topographic survey, including property line information will be used for the project design base drawings. The topographic survey will include wash bottom and bank including 20' back of top of bank along the City of Sedona property wash boundary. The survey will extend a minimum of 20' beyond the anticipated construction limits.

SWI will perform the boundary survey on the City of Sedona property and prepare a Results of Survey to be filed with Yavapai County Recorder.

4. Structural Design

SWI will prepare structural design of the support wall for the slab and possible roof structure. The roof structure if required shall be designed by others.

5. Preparation of Final (100%) Construction Plans

SWI shall prepare the final construction plans incorporating any final alternative selections, changes, corrections and/or additions that result from the City's and Tiffany Construction's request. The submittal will include 3 copies of the final construction plans and a disk of the drawing files in CAD and pdf format along with digital files for the construction documents, cost estimate and specifications. The City will prepare the formal contract documents bid package.

6. Post-Design Consultation Services

This task assumes the City will organize and chair all of the bid and construction phase meetings.

**CARROLL CANYON BANK IMPROVEMENTS – EXHIBIT A
SWI #16134 P**

RFI's & Change Orders – The Engineer will respond to requests for information and change orders for up to 5 RFI's and 2 change orders.

Record Drawings & Field Surveys – The Engineer will provide field survey for recording the as-built construction. The contractor's as-built marked up plans, SWI surveys and our site observations and measurements will be utilized to prepare the final project Record Drawings for record. Final Record Drawing digital files in pdf and AutoCAD 2016 format will be provided by SWI to the City at project closeout.

NOTE: Work hours estimated for "Bid & Construction Phase Services", inspections, construction site meetings, shop drawing reviews and responding to construction questions and concerns (RFI's) will not be exceeded without express written permission from the City of Sedona.

Assumptions:

1. Carroll Canyon flows and velocities are to be provided by City of Sedona.
2. A drainage study is excluded from this proposal.
3. Slab and roof structure to be designed by others.

**END OF THE Carroll Canyon Bank Improvements; EXHIBIT A - SCOPE OF
SERVICES – SWI #16134 P**

Prepared by: Shephard Wesnitzer, Inc.
Arthur H. Beckwith, PE
Vice President

Attachments: SWI Cost Summary and Scope/Fee Spreadsheet, 9-2-16
SWI 2016 Rate Schedule

SUMMARY OF TASKS AND FEES - EXHIBIT A

CARROLL CANYON BANK IMPROVEMENTS

Design Phase Services

PROJECT NAME: CAROL CANYON BANK IMPROVEMENTS

DATE PREPARED: September 2, 2016

SWI Project Number 16134 P



| DESIGN PHASE | | |
|------------------------------------|-----------|---------------|
| SWI DESIGN PHASE SERVICES | \$ | 14,470 |
| TOTAL DESIGN PHASE SERVICES | \$ | 14,470 |

| POST DESIGN PHASE SERVICES | | |
|--|-----------|--------------|
| SWI BID & CONSTRUCTION PHASE SERVICES | \$ | 2,535 |
| TOTAL POST DESIGN PHASE SERVICES FOR IMPROVEMENTS | \$ | 2,535 |

| | | |
|--|-----------|---------------|
| GRAND TOTAL - DESIGN & POST DESIGN PHASE SERVICES | \$ | 17,005 |
|--|-----------|---------------|

PREPARED BY: SHEPHARD WESNITZER, INC.

Arthur H. Beckwith, PE

Vice President

Sedona

Cottonwood

Flagstaff

Prescott

Shephard - Wesnitzer, Inc.

PROJECT NAME: CARROLL CANYON BANK IMPROVEMENTS

DATE PREPARED: September 2, 2016

SWI Project Number 16134 P

**PROJECT TASKS & HOURS - EXHIBIT A
CARROLL CANYON BANK IMPROVEMENTS**

| No. | Contract Task/Phase | SWI STAFF HOURS | | | | | | | | |
|-----|--|-----------------|----------|----------|-----------------------|----------------|-----------|----------|-----------------|------------------|
| | | E-4 | E-3 | E-2 | CADD Designer-Drafter | Survey Manager | Surveyor | Clerical | Total Man Hours | Total Labor Cost |
| | | \$155 | \$ 135 | \$120 | \$100 | \$130 | \$110 | \$ 60 | | Subtotals |
| | PLANNING & DESIGN PHASE SERVICES | | | | | | | | | |
| 1 | TASK 1.0 Administrative Tasks | | | | | | | | | |
| 2 | Includes typical administrative tasks, contract set up/insurance forms, and kick off meeting tasks | 1 | | | | | | 2 | 3 | \$ 275 |
| 3 | General Project Administration (project coordination, meetings, correspondence, schedule etc.) - duration of project | 4 | | | | | | | 4 | \$ 620 |
| 5 | | | | | | | | | | \$ 895 |
| 6 | TASK 2.0 Design Schedule | | | | | | | | | |
| 7 | Included in TASK 1.0 Above | | | | | | | | 0 | \$ - |
| 8 | | | | | | | | | | \$ - |
| 9 | TASK 3.0 Boundary and Topographic Surveys | | | | | | | | | |
| 10 | Topographic Survey - Base Map Preparation | | | | | | 10 | | 10 | \$ 1,100 |
| 11 | Boundary Survey - Results of Survey | | | | | | 20 | | 20 | \$ 2,200 |
| 13 | | | | | | | | | | \$ 3,300 |
| 14 | TASK 4.0 Structural Design | | | | | | | | | |
| 15 | Structural Design | 4 | | | 55 | | | | 59 | \$ 6,120 |
| 16 | | | | | | | | | | \$ 6,120 |
| 17 | TASK 5.0 Preparation of Final (100%) Construction Plans | | | | | | | | | |
| 18 | Final Plans - Cover, Details, Notes, Plan Sheets | 1 | | | 40 | | | | 41 | \$ 4,155 |
| 21 | | | | | | | | | | \$ 4,155 |
| 22 | | | | | | | | | | |
| 23 | TOTAL SWI LABOR HOURS & FEE - DESIGN | 10 | 0 | 0 | 95 | 0 | 30 | 2 | 137 | \$ 14,470 |
| 24 | | | | | | | | | | |

Shephard - Wesnitzer, Inc.

PROJECT NAME: CARROLL CANYON BANK IMPROVEMENTS

DATE PREPARED: September 2, 2016

SWI Project Number 16134 P

**PROJECT TASKS & HOURS - EXHIBIT A
CARROLL CANYON BANK IMPROVEMENTS**

| No. | Contract Task/Phase | SWI STAFF HOURS | | | | | | | | |
|-----|---|-----------------|----------|----------|-----------------------|----------------|----------|----------|-----------------|------------------|
| | | E-4 | E-3 | E-2 | CADD Designer-Drafter | Survey Manager | Surveyor | Clerical | Total Man Hours | Total Labor Cost |
| | | \$155 | \$ 135 | \$120 | \$100 | \$130 | \$110 | \$ 60 | | Subtotals |
| 25 | POST DESIGN PHASE SERVICES | | | | | | | | | |
| 26 | | | | | | | | | | |
| 36 | TASK 6.0 Post-Design Consultation Services | | | | | | | | | |
| 38 | Respond to RFI's (up to 5 RFI's) | 5 | | | | | | | 5 | \$ 775 |
| 39 | Change Order Preparation (up to 2) | 4 | | | | | | | 4 | \$ 620 |
| 40 | Record Drawings | | | | | 2 | 8 | | 10 | \$ 1,140 |
| 41 | | | | | | | | | | \$ 2,535 |
| 42 | | | | | | | | | | |
| 43 | TOTAL SWI LABOR HOURS & FEE - POST DESIGN PHASE | 9 | 0 | 0 | 0 | 2 | 8 | 0 | 19 | \$2,535 |
| 44 | | | | | | | | | | |
| 45 | TOTAL FOR DESIGN PHASE SERVICES AND POST DESIGN PHASE SERVICES | | | | | | | | | \$ 17,005 |

SHEPHARD-WESNITZER, INC. - 2016 HOURLY RATES

STANDARD RATE SCHEDULE

| | | |
|--------|---|---------------------------|
| E-5 | ENGINEER 5 | \$165/HOUR |
| E-4 | ENGINEER 4 | \$155/HOUR |
| E-3 | ENGINEER 3 | \$135/HOUR |
| E-2 | ENGINEER 2 | \$120/HOUR |
| E-1 | ENGINEER 1 | \$110/HOUR |
| EIT-4 | ENGINEER IN TRAINING | \$105/HOUR |
| EIT-3 | ENGINEER IN TRAINING | \$100/HOUR |
| EIT-2 | ENGINEER IN TRAINING | \$95/HOUR |
| EIT-1 | ENGINEER IN TRAINING | \$90/HOUR |
| CADD-4 | CADD DESIGNER | \$100/HOUR |
| CADD-3 | CADD DESIGNER | \$95/HOUR |
| CADD-2 | CADD DESIGNER | \$80/HOUR |
| CADD-1 | CADD DESIGNER | \$60/HOUR |
| CAD-4 | CAD DRAFTER | \$80/HOUR |
| CAD-3 | CAD DRAFTER | \$70/HOUR |
| CAD-2 | CAD DRAFTER | \$60/HOUR |
| CAD-1 | CAD DRAFTER | \$50/HOUR |
| A-1 | CLERICAL | \$60/HOUR |
| RLS | REGISTERED LAND SURVEYOR, PROJECT MANAGER | \$130/HOUR |
| RLSPC | REGISTERED LAND SURVEYOR, PARTY CHIEF | \$110/HOUR |
| LSIT | LAND SURVEYOR IN TRAINING, PARTY CHIEF | \$85/HOUR |
| NRL | NON-REGISTERED LAND SURVEYOR, PARTY CHIEF | \$90/HOUR |
| T-4 | CONSTRUCTION INSPECTION TECHNICIAN | \$105/HOUR |
| T-3 | PROJECT COORDINATOR | \$90/HOUR |
| INT -1 | INTERN | \$45/HOUR |
| | MARKETING DIRECTOR | \$60/HOUR |
| | GIS COORDINATOR | \$95/HOUR |
| | INSTRUMENT PERSON | \$80/HOUR |
| | GPS RECEIVER | \$30/HOUR PER RECEIVER |
| | ROBOTIC TOTAL STATION | \$25/HOUR |
| | ARCHIVE FILE RESEARCH | \$60/HOUR, 1 HOUR MINIMUM |

OUTSIDE SERVICES.....COST + 10%

PRINTS

| | |
|---------------|-------------|
| BOND | \$2.75 EACH |
| VELLUMS | \$5.00 EACH |
| MYLAR | \$6.00 EACH |

PLOTS

| | |
|---|----------------|
| BOND | \$5.00 EACH |
| VELLUM | \$10.00 EACH |
| MYLAR | \$10.00 EACH |
| COLOR PLOTS/BOND | \$15.00 EACH |
| XEROX | \$.09 EACH |
| CD'S | \$5.00 EACH |
| MILEAGE | \$.65 PER MILE |
| FOR ANY AND ALL SERVICES RELATED TO LITIGATION OR OTHER LEGAL PROCEEDINGS TWO TIMES OUR STANDARD RATES | |

WORK OUTSIDE NORMAL BUSINESS HOURS WILL BE CHARGED AT 1½ TIMES HOURLY RATE. PAYMENT IS DUE UPON RECEIPT OF MONTHLY BILLINGS AND INVOICES ARE DELINQUENT THIRTY (30) DAYS AFTER DATE OF INVOICE. WORK IN PROGRESS WILL BE BILLED MONTHLY FOR PORTIONS COMPLETED AND UPON JOB COMPLETION FOR FINAL BALANCE. IF PAYMENTS ARE NOT MADE IN FULL PRIOR TO DELINQUENCY, THE CLIENT AGREES TO PAY INTEREST ON THE UNPAID AMOUNT AT THE RATE OF 2% PER MONTH FROM DELINQUENCY DATE. ALL PAYMENTS RECEIVED SHALL FIRST BE CREDITED TO PAYMENT OF INTEREST, AND THEN TO THE PRINCIPAL BALANCE

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Phoenix Office
 2800 N. 24th Street
 Phoenix, Arizona 85008
 Phone: 602.276.2414
 Fax: 602.268.5180

Sedona Office
 75 Kallof Place
 Sedona, Arizona 86336
 Phone: 928.204.9817
 Fax: 928.204.0084

| | | | |
|--------------------------|---------------------------------------|--------------------|--------------|
| To: | City Of Sedona | Contact: | |
| Address: | Sedona, AZ | Phone: | 928.204.7108 |
| | | Fax: | |
| Project Name: | Sedona Recycle Center Wash Protection | Bid Number: | 2330 |
| Project Location: | Sedona Recycle Center, Sedona, AZ | Bid Date: | 8/22/2016 |

| Item # | Item Description | Estimated Quantity | Unit | Unit Price | Total Price |
|--------|---|--------------------|------|------------|-------------|
| 1 | Prep Shotcrete Transition Upstream | 310.00 | SF | \$3.90 | \$1,209.00 |
| 1.1 | Shotcrete Transition | 8.00 | CY | \$450.00 | \$3,600.00 |
| 2 | CMU Wall With Drainage Weir @8' High | 71.00 | LF | \$166.00 | \$11,786.00 |
| 3 | Footing 1'x3' Pin To Rock | 71.00 | LF | \$270.00 | \$19,170.00 |
| 4 | Backfill Behind CMU (City To Provide Fill Material) | 150.00 | CY | \$94.90 | \$14,235.00 |
| 5 | Rip Rap (City To Provide Rip Rap) | 5.00 | CY | \$178.29 | \$891.45 |
| 6 | Prep Shotcrete Headwall To New Shotcrete Wing | 470.00 | SF | \$3.10 | \$1,457.00 |
| 6.1 | Shotcrete Headwall To New Shotcrete Wing | 9.00 | CY | \$450.00 | \$4,050.00 |
| 7 | Prep Shotcrete Both Sides Of Trench Tie Into Existing | 552.00 | SF | \$4.50 | \$2,484.00 |
| 7.1 | Shotcrete Both Sides Of Trench Tie Into Existing | 12.00 | CY | \$415.00 | \$4,980.00 |
| 8 | Mobilization | 1.00 | LS | \$1,594.00 | \$1,594.00 |
| 9 | Sales Tax | 1.00 | LS | \$4,235.53 | \$4,235.53 |


Total Bid Price: \$69,691.98

Notes:

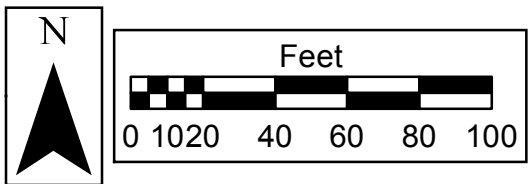
- Bid excludes: Bonds, Permit fees, Engineering, Testing, Survey, Demolition other than specified, Finish grade for landscape, Soil sterilization, Export, Striping, Signage, Final adjustments of water valves, cleanouts, and manholes. Utility installation and or relocation, Over excavation, Building backfill, Prime coat, Fog seal, SWPPP/N.P.D.E.S., Planter backfill, Parkway grading, Moving or removing other trades spoils and material.
- Bid is based on 1 mobilization additional mobilization will be at cost plus 15%.
- If unsuitable materials are encountered, related work shall be performed in accordance with Tiffany Construction Company, current labor and equipment rates.

Payment Terms:

Final billing will be based upon measurement of actual work performed at unit prices herein stated.

| | |
|---|---|
| ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted. Buyer: _____ Signature: _____ Date of Acceptance: _____ | CONFIRMED: Tiffany Construction Company, Inc. ROC 071494 Authorized Signature:  Estimator: Mike Garrison |
|---|---|

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**PROJECT LOCATION MAP
SEDONA RECYCLES / LIFT STATION
BANK STABILIZATION PROJECT**

This map is designed to provide as-is information only. The data is not accurate to engineering or surveying standards. The City of Sedona is not liable or responsible for loss or damages rising from the data contained on this map.

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EXHIBIT D



